IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

APPEAL NO. 44 OF 2006
IN
NOTICE OF MOTION NO. 3327 OF 2002
IN
SUIT NO. 3871 OF 2002

Falguni Jaymin Shah.] .. Appellant (Ori.Pltff.)

Versus

1. Wallace Apartments Co-op. Premises Society Limited & Anr.] .. Respondents (Ori.Def.1 & 2)

Dr. V.V. Tulzapurkar, senior counsel with Mr. Shyam Mehta, Ayaz Bilawala and Mr. Jayesh Vyas i/b M/s. Bilawala & Co. for the appellant.

Mr. H.N. Thakore with Ms. Jyoti Ghag i/b M/s. Thakore Jariwala & Associates for the respondent No.1.

CORAM: R.M. LODHA &
ANOOP V. MOHTA, JJ.

DATED: 03RD FEBRUARY, 2006

P.C. :

. Heard Dr.Virendra Tulzapurkar, the learned counsel for the appellant. We also perused the impugned order as well as the agreement of tenancy dated 8th April, 1992 between the respondent No.2 and the appellant-assignor.

2. Mohamed Masood Noornohamed was granted tenancy of two rooms with mezzanine floors described in the schedule appended to the agreement. By the agreement, he was also permitted to let, sublet, lease out or part with the whole of the tenancy premises or part of the premises to any other person without the permission of the landlord. It appears that the tenant assigned his tenancy rights to the present appellant. Clause 12(b) and (c) have to be read together with other clauses of the agreement and reading the said agreement as a whole, we find no error in the reading of the agreement as has been done by the Motion Judge Pertinently, the plaintiff has access to the tenanted premises from Tukaram Jivaji Road.

3. No interference is called for in the impugned order. The Appeal is dismissed in limine. For a period of four weeks, the arrangement that was made under the order dated 13th May, 1999 shall continue.

Sd/-
[R.M. LODHA, J.]

Sd/-
[ANOOP V. MOHTA, J.]

[srpasha@hc]